

No. 11(112)-3Lab-79/7358.—In pursuance of the provision of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Faridabad in respect of the dispute between the workmen and the management of M/s. Rajesh Engineering Co., N.I.T., Faridabad :—

BEFORE SHRI NATHU RAM SHARMA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL,  
HARYANA, FARIDABAD  
Reference No. 192 of 1978  
*between*  
THE WORKMEN AND THE MANAGEMENT OF M/S. RAJESH ENGINEERING CO.,  
N.I.T., FARIDABAD

*Present.—*

Shri Bhim Singh Yadav for the workmen.  
Shri H. R. Dua, for the management.

#### AWARD

By order No. FD/102-M-78/30962, dated 5th July, 1978, the Governor of Haryana referred the following disputes between the management of M/s. Rajesh Engineering Co., N.I.T., Faridabad and its workmen, to this Tribunal, for adjudication, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 :—

1. Whether the workmen should be given appointment letters ? If so, with what details ?
2. Whether the workmen are entitled to the grant of bonus for the year, 1976-77 ? If so, with what details ?

On receipt of the order of reference, notices were issued to the parties. The parties appeared and filed their pleadings. On the pleadings of the parties following issues were framed on 2nd June, 1979 :—

1. Whether the demand have been espoused properly by a substantial number of workmen ?
2. Whether the management is exempted from the provisions of payment of Bonus Act ?
3. If issue No. 2 is not proved whether the workmen are entitled to the grant of bonus for the year 1976-77 ? If so, with what details ?

4. Whether the workmen should be given appointment letters ? If so, with what details ?

And the case was fixed for the evidence of the management, on issue No. 2, which was tried as preliminary. But on the next date of hearing the representative for the workmen stated that he has no instructions from the workmen to pursue the disputes, therefore, withdraw from the disputes.

In these circumstances, I give my award that there is no dispute between the parties.

Dated the 19th June, 1979.

NATHU RAM SHARMA,  
Presiding Officer,  
Industrial Tribunal, Haryana,  
Faridabad.

No. 539, dated the 22nd June, 1979.

Forwarded (four copies) to the Secretary to Government, Haryana, Labour & Employment Departments, Chandigarh as required under section 15 of the Industrial Disputes Act, 1947.

NATHU RAM SHARMA,  
Presiding Officer,  
Industrial Tribunal, Haryana,  
Faridabad.

No 11(112)-3Lab-79/7359.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Faridabad, in respect of the dispute between workman and the management of M/s. Ashoka Enterprises, Private Ltd., Mathura Road, Faridabad :—

BEFORE SHRI NATHU RAM SHARMA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL,  
HARYANA FARIDABAD

Reference No. 107 of 1976  
*between*

THE WORKMAN AND THE MANAGEMENT OF M/S ASHOKA ENTERPRISES, PRIVATE LTD.,  
MATHURA ROAD, FARIDABAD.

*Present:—*Shri Darshan Singh for the workman.

Shri S.L. Gupta for the management.

#### AWARD

By order No. ID/FD/817-A-76/21998, dated 3rd June, 1976, the Governor of Haryana referred the following dispute between the management of M/s. Ashoka Enterprises, Private Limited, Mathura Road, Faridabad and its workmen to this Tribunal, for adjudication, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 :—

1. Whether the workmen should be supplied with uniforms ? If so, with what details ?
2. Whether the grades and scales of pay of the workmen should be fixed ? If so, with what details ?

On receipt of the order of reference, notices were issued to the parties. The parties appeared and filed their pleadings. On the pleadings of the parties, following issues were framed on 17th November, 1976:—

1. Whether the workmen should be supplied the uniforms ? If so, with what details ?
2. Whether the grades and scales of pay of the workmen should be fixed ? If so, with what details ?
3. Whether a substantial number of workmen have espoused the cause ?
4. Whether the demand was raised directly on the management ?
5. If issue No. 4 is not proved, is the reference does not comprise in Industrial Dispute ?
6. Whether the union has no *locus standi* to represent the workmen before this Tribunal ?
7. Relief ?

And issues number 3 to 6 were tried as preliminary and the case was fixed for the evidence of the workmen. The representative for the workmen obtained 15 or 16 adjournments for adducing his evidence and then examined Shri B.M. Gupta, General Secretary of Faridabad Engineering Workers, Union as WW-1 and closed his case on issues number 3 to 6. Then the case fixed for the evidence of the management. The management obtained one adjournment and examined Shri T.V. Gopalkrishnan their Accountant as MW-1 and closed the case for the management. Thereafter the case again fixed for the evidence of the workmen, but on this last date of hearing the representative for the workmen stated that he had no instructions from the workmen and he did not want to proceed further with the case. In view of the statement of the representative for the workmen, I answer the reference and give my award that there is no dispute between the parties at present.

Dated, the 22nd June, 1979.

NATHU RAM SHARMA,  
Presiding Officer,  
Industrial Tribunal,  
Haryana, Faridabad.

No. 550, dated 23rd June, 1979.

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh as required under section 15 of the Industrial Disputes Act.

NATHU RAM SHARMA,  
Presiding Officer,  
Industrial Tribunal,  
Haryana, Faridabad.

No. 11 (112)-3Lab-79/7360.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Faridabad, in respect of the dispute between the workmen and the management of M/s. Forgings Private Ltd., Mathura Road, Faridabad:—

BEFORE SHRI NATHU RAM SHARMA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL,  
HARYANA, FARIDABAD.

Reference No 86 of 1979

*between*

THE WORKMEN AND THE MANAGEMENT OF M/S. FORINGS PRIVATE LTD., MATHURA ROAD,  
FARIDABAD

Present:—Shri Adarsh Kishore for the workmen.

Shri N. Kapoor for the management.

#### AWARD

By order No. FD/1/233-78, dated 7th March, 1979, the Governor of Haryana referred the following disputes between the management of M/s. Forgings Private Ltd., Mathura Road, Faridabad and its workmen to this Tribunal for adjudication, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10, of the Industrial Disputes Act, 1947:—

1. Whether the workmen are entitled to the grant of bonus for the year, 1977-78 ? If so, with what details ?
2. Whether the lay off of the workmen with effect from 4th December, 1978 onward is justified and in order ? If not, to what relief they are entitled ?

On receipt of the order of reference, notices were issued to the parties. The parties appeared. The management filed a settlement and pleaded the same. The representative for the workmen also admitted the settlement. The settlement is Ex. M-1. Both the representatives prayed for an award in terms of the settlement. I have gone through the settlement. It is just and fair. I accept the settlement. I, therefore, give my award in terms of the settlement. The settlement shall form the award.

NATHU RAM SHARMA,

Dated, the 22nd June, 1979.

Presiding Officer,  
Industrial Tribunal,  
Haryana, Faridabad.

No. 549, dated 23rd June, 1979.

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act.

NATHU RAM SHARMA,  
Presiding Officer,  
Industrial Tribunal,  
Haryana, Faridabad.

Memorandum of settlement under section 12(3) read with section 18(3) of the Industrial Disputes Act, 1947, between M/s Forgings Private Limited, 18/5, Mathura Road, Faridabad—121001 and the workmen through Forgings Employees Union, NLO, 50, Neelam Chowk, Faridabad.

Name of the parties	.. Forgings Private Limited, Plt. I, 18/5, Mathura Road, Faridabad—121001 Workmen of Forgings Pvt. Ltd. 18/5 Mathura Road, Faridabad Through Forgings Employees Union (Reg. No. 412) NLO, 50, Neelam Chowk, Faridabad.
Representing Employers	.. (1) Air Cdr. (Retd.) D.R. Kochhar (2) Shri Kabir Sondhi (3) Shri R.K. Sehgal
Representing Employees	(1) Mr. Shiv Dayal, Vice President (2) Mr. Brij Pal Singh, General Secretary (3) Mr. Anand Singh (4) Mr. Bharat Bhushan (5) Mr. Shob Nath (6) Mr. Subhash Sethi

#### SHORT RECITAL OF THE CASE

The Management and the workmen had entered into an agreement on 2nd March, 1977 under section 18(1) of the Industrial Disputes Act, 1947, for a period of three years and the workmen had agreed not to raise any demand or dispute regarding wages, bonus, allowance or any other matter involving any financial burden or repercussion, during the period of the above referred settlement, i. e., till 1st March, 1980.

On 11th September, 1978, the workmen submitted a charter of demands relating to wages, allowances, and bonus, etc.

The Government machinery with the help of the labour-cum-Conciliation Officer was trying to get the dispute settled amicably but the workmen resorted to alleged go-slow with effect from 20th October, 1978 and acts subversive of discipline. They further went on one-day token strike on 23rd, November, 1978. As the strike was considered illegal, by the Management, 8 days wages were deducted under the Certified Standing Orders of the Company read with the provisions of the Payment of Wages Act, 1936. In spite of repeated notices and advisory memos, as the workmen continued the alleged go-slow, the management laid-off the workmen of the establishment, w.e.f. 4th December, 1978, except the workmen of the Cutting Department.

Without making a precedent for future, the Management in order to have cordial Industrial Relations agreed to discuss the disputed issues and with the sincere efforts of Labour Commissioner, Deputy Labour Commissioner and other officers of the Government machinery both the parties arrived at this settlement on the following terms and conditions, in presence and the approval of Shri Dharmendra Nath, Deputy Labour Commissioner, Sector-7 Faridabad.

#### TERMS OF SETTLEMENT

1. (a) That the production loss occurred during the period of alleged go-slow and lay-off is 350M/T. st. wt. net of all rejections. The workmen have agreed to compensate 240 M/T. st. wt. net of all rejections of production loss in place of 350 M/T. st. wt. and the Management has agreed for the same.

(b) That this 240 M/T. st. wt. net of all rejections of compensated production shall be given by 31st Oct., 1979. However, in case this compensation of 240 M/T. st. wt. production falls short on the stipulated date only on account of shortage of power and/or oil and/or raw-material, the time period for compensation of 240 M/T. st. wt. will be further extended for the period of two months, i.e., upto 31st December, 1979.

(c) It is also agreed that the workmen will produce at least 96.25 M/T. st. wt. per month, net of all rejections till 31st October, 1979 over and above the compensation target of 240 M/T. st. wt. as mentioned in clause 1(a). Any short fall will be accumulated to the target of next month/months.

II. It is also agreed that the workmen will produce as under :—

(i) 96.25 M/T. st. wt. net of all rejections per month w.e.f. 1st March, 1979 till 31st August, 1980.

(ii) 120 M/T. st. wt. net of all rejections per month from 1st September, 1980 onwards.

III. The Management in lieu of the above assurances hereby agrees to pay 11.67 per cent of the wages earned by every workmen during the financial year 1977-78, as advance to them. This amount shall be paid on 7th July, 1979.

IV. In case the workmen complete the agreed production of 240 M/T. st. wt. over and above the monthly target of 96.25 M/T. st. wt. till 31st October, 1979 within the stipulated time, the Management will adjust the advance of 11.67%. However, if they fail to compensate the agreed production within the stipulated time, the Management shall recover the proportionate amount equivalent to the short fall of 240 M/T. st. wt. of production from the salaries/wages or from any other amount payable in November, 1979 or January, 1980 as the case may be.

V. That the workmen are not entitled for any wages /compensation for the lay-off period, but the management agrees to pay as lay-off compensation equivalent to 42 days of wages on the following terms and conditions:

(a) That 50% of the lay-off compensation i.e. 21 days wages shall be paid on 22nd March, 1979.

(b) The balance 50% of the lay-off compensation, i. e., 21 days wages shall be paid on 7th July, 1979.

VI. The Management has further agreed to pay 8 days wages deducted on account of alleged illegal strike, (23rd November, 1978) to the affected workmen on 22nd March, 1979.

VII. The workmen have agreed that those 10 workers against whom disciplinary action relating to misconduct is pending, shall tender a letter to the effect. "Reference to your charge sheet No. \_\_\_\_\_ dated \_\_\_\_\_, I hereby assure that I shall in future maintain complete discipline in the Plant".

VIII. That the Management has agreed to grant an increase to the workmen as under:—

(a) An increase of Rs. 35/- per month with effect from 13th March, 1979, as follows:—

Basic wage	.. 20.00
Cycle Allowance	.. 10.00
Washing Allowance	.. 5.00
	_____
Total Rs.	.. 35.00

(b) An additional increase of Rs. 20/- per month with effect from 1st March, 1980 as follows:—

Basic wage	.. 8.00
House Rent Allowance	.. 7.00
Cycle Allowance	.. 5.00
	_____
Total Rs.	.. 20.00

(c) An additional increase of Rs. 20/- per month with effect from 1st March, 1981, as follows:—

Basic wage	.. 7.00
House Rent	.. 10.00
Cycle Allowance	.. 3.00
	_____
Total Rs.	.. 20.00

IX. No deduction in HRA and Cycle Allowance will be made if the absence/leave without pay does not exceed 15 days in aggregate during the calendar month. Long sickness and accident cases will receive full HRA/Cycle Allowance in all cases. In case of continuous absence of more than 15 days spreading over two months or more, no deduction shall be made in the 1st month, but total deduction will be made in the subsequent month.

X. The Management and the workmen have agreed to pay/accept bonus for the financial year, 1978-79 as per payment of Bouns Act, 1965 as amended from time to time.

XI. The Management further agrees that if the workmen will give 240 M/T. st. wt. net of all rejections over and above the production of 240 M/T. st. wt. as mentioned in Clause I and over and above the monthly stipulated target of 96—25 M/T. st. wt. of production the workmen will be paid an advance equivalent to 11.67% of the wages earned during the year 1978-79 and in case the target of 240 M/T. st. wt. is achieved latest by 31st August, 1980, the amount of advance will not be recovered.

The amount of bonus payable for the year 1978-79 will be paid on 7th December, 1979.

The amount equivalent to 11.67% of the wages will be paid to the workmen on 7th December, 1979 only if the workmen are able to compensate 220 M/T. st. wt. production as mentioned in Clause I by 7th December, 1979.

In case the workmen fail to give 240 M/T. st. wt. of production as mentioned earlier over and above the monthly agreed target as mentioned in Clause II by 31st August, 1980, the Management shall recover the proportionate amount equivalent to shortfall of 240 M/T. st. wt. of production from the wages/salaries of August, 1980 payable on 7th September, 1980.

The Management further agrees that for the production over and above 96-25 M/T st. wt. net of all rejections, the workers will be entitled to reward at the rate of 50 paise per M/T. st. wt. net of all rejections till such time that 240 M/T. st. wt. production is completed as mentioned above, but the workers will not be paid any reward till the production of 240 M/T st. wt. as mentioned in Clause I is completed.

XII. It is also agreed by the parties that the reward scheme will be applicable after completion of 480 M/T. st. wt. production net of all rejections (i.e. 240 M/T. of Clause I and 240 M/T. of Clause XI), over and above the monthly stipulated targets as mentioned in Clause II, the reward will be payable for production over and above 110 M/T. st. wt. net of all rejections per month.

XIII. A scheme for the payment of Bonus linked with the production under Section 31 (A) of the Payment of Bonus Act, 1965 for the financial years 1979-80, 1980-81 and 1981-82 shall be formulated and agreed to within a maximum period of 4 weeks from the date of signing of this settlement. In case any extension of time is required, it shall be done by the mutual consent of both the concerned parties. However, under this scheme, Bonus shall be payable only after completion of 480 M/T. st. wt. of production as stipulated in Clause I & XI.

Further the Bonus linked with the production scheme will be such that if the workers complete the production targets as stipulated in Clause II over and above 480 M/T. st. wt. of production as mentioned in Clauses I & XI, the workers will be entitled to Bonus at the rate of 20% of the wages earned during the particular financial year. As the scheme for the payment of bonus linked with the production is mutually agreed, in view of this the workers will not raise any disputes on any matters relating to Bonus.

XIV. It is further agreed that the workmen shall be entitled to the increment as per their respective grades in future.

XV. It is agreed by the parties that this settlement shall remain in force for a period of three years from the date of signing of this agreement and shall continue to be in operation till either of the parties terminate it in writing in accordance with the provisions of law.

XVI. This settlement settles fully all the outstanding matters and demands including demand notice, dated 11th June, 1978 of the workmen. No other demand is pending as on date. The workmen agreed that they shall not raise any demand or dispute regarding wages, allowances, bonus, etc. or other items mentioned in the Demand Notice, dated 11th September, 1978 or any other matter involving financial burden or repercussions during the period this settlement remain in force. Matters not expressly mentioned in this settlement are also deemed to have been settled.

XVII. The union and the workmen undertake to maintain Industrial peace during the period this settlement remain in operation and they will not resort to any unconstitutional means. They shall also extend their whole-hearted co-operation in maintaining discipline and increasing production and productivity. The workmen further agree that they shall abide by the orders, rules and regulations of the Company. The workmen also agree that they will settle all matters arising between them and the Management through the constitutional means and particularly through the machinery as provided under Industrial Disputes Act, 1947 and will not resort to any pressure tactics or direct action for redress of their grievances.

XVIII. If there is breach of Industrial peace for any matter connected with financial repercussions settled under this settlement, the Management reserves the right to withdraw all or any of the benefits in this settlement.

XIX. In view of the above terms of settlement, the Management agrees to lift the lay-off w.e.f. 17th March, 1979, but those workers who will report for duty by 17th March, 1979 will be paid wages w.e.f. 13th March, 1979 and other workers will be paid wages w.e.f. the date they join their duties.

XX. The workers will be given 15 days time from the date of lifting the lay-off to join their duties and those who will not join within the stipulated time of 15 days will be treated to have left their employment voluntarily without giving any notice and their names will be struck-off the rolls of the Company without giving any notice.

XXI. As the disputes relating to lay-off, commencing from 4th December, 1978 and the Bonus for the financial year 1977-78 has been amicably settled between both the parties, therefore, both the parties shall make a joint application to the Industrial Tribunal, Faridabad requesting to give "A No Dispute Award" in the case between Messrs Forgings Private Limited and its workmen, reference No. FD/1/233-78 in respect of matters relating to lay-off w.e.f. 4th December, 1978 and Bonus for the financial year 1977-78.

Other facilities already enjoyed by the workers not specifically mentioned in this agreement will continue.

The payment of bonus for the financial years 1980-81 and 1981-82 shall not be adversely affected if the shortfall of production of 120 M.T. st. wt. net of all rejections is on account of shortage of raw material and/or oil, and/or power failure. However, in case of shortfall in production is as to shortage of oil on account of natural calamities and/or due to power failure of more than 20% per month, the payment of bonus shall be affected accordingly.

In witness whereof the parties has signed this 16th day of March, 1979.

For and on behalf of the workmen through Forgings Employees Union (Regn. No. 412), N. O. Faridabad

Signatures

1. Sd/- Shivdayal in Hindi
2. Sd/- Brij Pal Singh in Hindi
3. Sd/- Anand Singh in Hindi

Signatures of the Management for and on behalf of Forgings Private Limited, 18/5, Mathura Road, Faridabad—121001.

Signatures

1. Sd/- in English
2. Sd/- in English
3. Sd/- in English

4. Sd/- Bharat Bhushan in Hindi
5. Sd/- Som Nath in Hindi
6. Sd/- Subh Seth in English

Witnesses :

1. Sd/- in English
2. Sd/- in English
3. Sd/- in English
4. Sd/- in English

Signatures in the presence of

SHRI DHARMENDRA NATH,  
Dy. Labour Commissioner,  
Faridabad.

No. 11(112)-3Lab-79/7361.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Faridabad in respect of the dispute between the workmen and the management of M/s. Jai Hind Investment and Industries (P) Ltd., Faridabad.

BEFORE SHRI NATHU RAM SHARMA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL,  
HARYANA, FARIDABAD

Reference No. 140 of 1977

*between*

SHRI MOHINDER SINGH WORKMAN AND THE MANAGEMENT OF M/S. JAI HIND INVESTMENT  
AND INDUSTRIES (P) LTD., FARIDABAD

Present :—

Shri Amar Singh Sharma, for the workman.

Shri R. C. Sharma, for the management.

#### AWARD

By order No. ID/FD/286-77/31755, dated 2nd September, 1977, the Governor of Haryana referred the following dispute between the management of M/s. Jai Hind Investment and Industries (P) Ltd., Faridabad and its workman Shri Mohinder Singh, to this Tribunal, for adjudication, in exercise of the powers conferred by clause (d) of the sub-section (1) of section 10 of the Industrial Disputes Act, 1947 :—

Whether the termination of services of Shri Mohinder Singh was justified and in order ? If not, to what relief is he entitled ?

On receipt of the order of reference, notices were issued to the parties. The parties appeared and filed their pleadings. On the pleadings of the parties following issues were framed on 17th April, 1978 :—

- (1) Whether the workman concerned abandoned his job of his own ?
- (2) Whether the workman is gainfully employed elsewhere ?
- (3) If issue No. 1 is not proved ? Whether the termination of services of the workman concerned is justified and in order ? If not, to what relief is he entitled ?

And the case was fixed for the evidence of the management. The management examined one Shri Hari Mohan Vijay their Senior Time Keeper as MW-1 and closed their case who had brought attendance register. He deposed that the workman absented himself from 2nd April, 1977 to 9th April, 1977 and produced an extract of attendance register Exhibit M-1 and further deposed that the management wrote letters to the workman Exhibit M-2 by registered A.D. which was received back undelivered. The cover is Exhibit M-3. A.D. Form is Exhibit M-4 and postal receipt is Exhibit M-5. Then the management struck off his name by order Exhibit M-6, which they sent to him by registered post, receipt whereof is Exhibit M-7 which was also received undelivered with A.D. Exhibit M-8 and M-9, respectively. The management produced their Certified Standing Orders Exhibit M-10. The management then closed their case. Then the case was fixed for the evidence of the workman. The workman examined himself as WW-1 and closed his case. He deposed that he was appointed in the year 1969 as an Electrician. He had raised a demand for raising pay scale and, therefore, his services were terminated. He demanded the pay of an Electrician whereas the management was paying him

wages of a helper. The management was paying overtime at single rates whereas he demanded it for other workmen also at double rates, as per law. The demand notice is Exhibit W-1. The postal receipt is Exhibit W-2. He attended the gate of the factory but was not given work. He was un-employed. I have gone through the entire evidence of the parties, oral as well as documentary. Exhibit M-5 is a copy of letter. Exhibit M-7 is postal receipt. Exhibit M-8 and M-9 are covers received back undelivered. Exhibit M-5 is again a postal receipt. Exhibit M-2 is a letter of the management. Exhibit M-3 and M-4 are cover and A.D. form received back. Exhibit M-1 is an extract from the attendance register. The workman is marked absent on 2nd April, 1977 but not on 3rd April, 1977. The column for 3rd April, 1977 is blank. Then he is marked absent from 4th April, 1977 to 9th April, 1977. This comes to 6th days continuous absence. Then there is a remark that name of the workman struck off due to long absence.

I do not find long absence on the part of the workman. He is absent for six consecutive days. His absence on 2nd April, 1977, also contd. Then he is absent for seven days only and his name has been struck off on 10th April, 1977 i.e. after seven days with 3rd April, 1977 as holiday and for six consecutive days. I have also gone through the Certified Standing Orders. The clause 11.6 of the Standing Orders provide that if the workman remains absent for seven consecutive days or more he will be deemed to have left the services of the Company. I do not find that the workman has absented himself for seven consecutive days or more, although he has remained absent for six consecutive days. I think the case does not fall under clause 11.6 of the Standing Orders of the management. Even if he remained absent for seven consecutive days, no inference of leaving service of his own by the workman can be drawn in the above said circumstances and from the evidence as discussed above. I, therefore, decide issue No. 1 against the management.

**Issue No. 2**—As regard issue No. 2, there is no evidence at all on the file that the workman is employed anywhere. The management has not given any evidence. I, therefore, hold this issue also against the management.

**Issue No. 3**—As a result of my discussions and findings on issue No. 1 and the evidence of the parties as discussed above, I am of the view that the management has terminated the services of the workman. The termination of services of the workman is not justified. I, therefore, decide issue No. 3 against the management.

As a result of my findings on the issue, I answer the reference and give my award that the termination of services of the workman was neither justified nor in order. He is entitled to reinstatement with continuity of service and with full back wages. I, set aside the termination of services of the workman and order his reinstatement with full back wages and continuity of service.

Dated the 21st June, 1979.

NATHU RAM SHARMA,  
Presiding Officer,  
Industrial Tribunal, Haryana,  
Faridabad.

No. 548, dated 22nd June, 1979

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh as required under section 15 of the Industrial Disputes Act.

NATHU RAM SHARMA,  
Presiding Officer,  
Industrial Tribunal, Haryana,  
Faridabad.

No. 11(112)-3Lab-79/7362.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947) the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Faridabad in respect of the dispute between the workman and the management of M/s Jai Hind Investment and Industries (P) Ltd., Faridabad.

BEFORE SHRI NATHU RAM SHARMA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, HARYANA, FARIDABAD

Reference No. 141 of 1977  
between

SHRI SHYAM LAL WORKMAN AND THE MANAGEMENT OF M/S. JAI HIND INVESTMENT  
AND INDUSTRIES (P) LTD., FARIDABAD

Present :

Shri Amar Singh, Sharma for the workman.  
Shri R. C. Sharma, for the management.

AWARD

By order No. ID/FD/287-77/31749, dated the 2nd September, 1977 the Governor of Haryana referred the following dispute between the management of M/s Jai Hind Investment and Industries (P) Ltd., Faridabad,

and its workman Shri Shyam Lal, to this Tribunal, for adjudication, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 :—

Whether the termination of services of Shri Shyam Lal was justified and in order ? If not, to what relief is he entitled ?

On receipt of the order of reference, notices were issued to the parties. The parties appeared and filed their pleadings. On the pleadings of the parties following issues were framed on 14th March, 1978 :—

1. Whether the workman concerned abandoned his job of his own ?
2. Whether the workman is gainfully employed elsewhere ?
3. If issue No. 1 is not proved ? Whether the termination of services of the workman concerned is justified and in order ? If not, to what relief is he entitled ?

And the case was fixed for the evidence of the management. The management examined their Senior Time-Keeper Shri Hari Mohan Vijay as MW-1 and closed their case. MW-1 had brought attendance register from which he deposed that the workman was absent from 4th April, 1977 to 11th April, 1977 and his name was struck off the rolls from 12th April, 1977. He produced an extract of that register Exhibit M-1. He also brought letters sent to the workman and orders. In cross examination he denied a suggestion that the workman was not absent. Then the case was fixed for the evidence of the workman who examined himself as WW-1 and stated that he was working in the factory since 1969. He had raised a demand of overtime at double rates and the management terminated his services. His application under payment of Wages Act was pending before the Authority under that Act. He proved his demand notice and stated that the management did not allow him to join his duties. The management told him that they shall take him on duty in case he withdrew the case pending under the payment of Wages Act. In cross-examination he stated that the date fixed in the case under payment of Wages Act is 19th June, 1979. I now give my findings issuewise :—

**Issue No. 1.**—Exhibit M-5 is postal receipt. Exhibit M-4 is a letter dated the 18th April, 1977. Exhibit M-1 is extract from attendance register. In this register the workman is marked absent from 4th April, 1977 up to 9th April, 1977. The column for 10th April, 1977 is blank. Then he is again marked absent for 11th April, 1977. The workman is absent for seven days but not consecutive days. 10th April, 1977 is holiday. The workman is absent for six consecutive days from 4th April, 1977 to 9th April, 1977. Exhibit W-1 is demand notice of the workman which is dated the 5th April, 1977. The case of the workman does not fall under clause 11.6 and it cannot be inferred that the workman left services of his own. The management has marked him absent from 4th April, 1977, whereas the workman gave demand notice on 5th April, 1977. Therefore, it cannot be held that the workman himself left the job and remained absent. It seems probable that the management terminated his services because the workman had moved the Authority under payment of wages Act. I, therefore, decide issue No. 1 against the management. Similarly I decide issue No. 2. There is no evidence whatsoever on issue No. 2 by the parties. I, therefore, decide issue No. 2 against the management.

**Issue No. 3.**—The evidence oral as well as documentary, as discussed above leads me to believe that it was the management who terminated the services of the workman unjustifiably and the case did not fall under the ambit of Standing Orders. Moreover, I do not believe the case put up by the management that the workman absented for a long time when he served demand notice on 5th April, 1977. I, therefore, decide issue No. 3 also against the management.

As per my discussions and findings on the issues, I answer the reference and give my award that the termination of services of the workman was neither justified nor in order. He is entitled to reinstatement with continuity of service and with full back wages. I, set aside the termination of services of the workman and order his reinstatement with full back wages and continuity of service.

Dated the 21st June, 1979.

NATHU RAM SHARMA,  
Presiding Officer,  
Industrial Tribunal, Haryana,  
Faridabad.

No. 547, dated the 22nd June, 1979

Forwarded (four copies) to the Secretary to Government Haryana, Labour and Employment Departments, Chandigarh as required under section 15 of the Industrial Disputes Act.

NATHU RAM SHARMA,  
Presiding Officer,  
Industrial Tribunal, Haryana,  
Faridabad.

No. 11(112)-3Lab.-79/7363.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947) the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Faridabad in respect of the dispute between the workman and the management of M/s. Supreme Plastic Industries, Sector-6 Plot No. 73, Faridabad.

BEFORE SHRI NATHU RAM SHARMA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL,  
HARYANA, FARIDABAD  
Reference No. 557 of 1978

*between*

SHRI BAHADUR SINGH, WORKMAN AND THE MANAGEMENT OF M/S SUPREME  
PLASTIC INDUSTRIES, SECTOR-6, PLOT NO. 73, FARIDABAD

*Present:*

- Shri Adarsh Kishore, for the workman.
- Shri R. C. Sharma, for the management.

AWARD

By order No. ID/FD/111/78/52366, dated the 23rd November, 1978 the Governor of Haryana referred the following dispute between the management of M/s. Supreme Plastic Industries, Sector-6, Plot No. 73, Faridabad and its workman Shri Bahadur Singh, to this Tribunal, for adjudication, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 :—

Whether the termination of services of Shri Bahadur Singh was justified and in order ? If not, to what relief is he entitled ?

On receipt of the order of reference, notices were issued to the parties. The parties appeared. The workman filed claim statement. The case was fixed for filing written statement by the management. It was at this stage that a settlement was arrived at between the parties, according to the settlement the workman has received a sum of Rs. 2,700 in full and final settlement of his dues, claims and dispute from the management and has left for good. The representative for the management has placed on file a photostat copy of voucher witnessing payment of Rs. 2,700/- to the workman which is Exhibit M-1. They have also produced a settlement Exhibit M-2. Exhibit M-1 and M-2 both the documents seem to be genuine documents. The settlement is fair and just. I, therefore give my award that there is no dispute between the parties and the termination of services of the workman shall be deemed as justified and in order. The workman is not entitled to any relief whatsoever, as he has already received a sum of Rs. 2,700/- from the management.

Dated the 21st June, 1979

NATHU RAM SHARMA,  
Presiding Officer,  
Industrial Tribunal, Haryana,  
Faridabad.

No. 546, dated the 22nd June, 1979

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh as required under section 15 of the Industrial Disputes Act.

NATHU RAM SHARMA.  
Presiding Officer,  
Industrial Tribunal, Haryana,  
Faridabad.

No. 11(112)-3Lab-79/7364.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947) the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal Faridabad in respect of the dispute between the workman and the management of M/s. Avon Automotive Components Private Limited, 59/6, Faridabad.

BEFORE SHRI NATHU RAM SHARMA PRESIDING OFFICER INDUSTRIAL TRIBUNAL, HARYANA,  
FARIDABAD

Reference No. 22 of 1974

*between*

Shri Joginder Pal workman and the management of M/s. Avon Automotive Components Private Limited, Plot No. 59, Sector 6, Faridabad.

- Present :* Shri Amar Singh Sharma, for the workman.
- Shri S.L. Gupta, for the management.

AWARD

By order No. ID/FD/73/5636-40, dated 5th March, 1974 the Governor of Haryana referred the following dispute between the management of M/s. Avon Automotive Components Private Limited, Plot No. 59

59, Sector-6, Faridabad and its workman Shri Joginder Pal, to this Tribunal, for adjudication, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 :—

Whether the termination of services of Shri Joginder Pal was justified and in order ? If not, to what relief is he entitled ?

On receipt of the order of reference, notices were issued to the parties. The parties appeared and filed their pleadings. On the pleadings of the parties following issues were framed by my learned predecessor on 2nd September, 1974 :—

(1) Whether the demand, the subject matter of first reference, was first raised on the management and rejected by it before taking up the matter for conciliation ? If not with what effect ?

(2) Whether the termination of services of Shri Joginder Pal was justified and in order ? If not, to what relief is he entitled ?

And the case was fixed for the evidence of the parties on issue No. 1. The workman examined himself and closed his case on the preliminary issue. Then the case was fixed for the evidence of the management. The management examined one Shri S.K. Bhudhiraja their Managing Director as MW-1. Then the case was fixed for the remaining evidence of the management on issue No. 1 and for evidence of the parties on issue No. 2. The vires of enquiry was in question which was tried. My learned predecessor decided issue No. 1 against the management, —vide his order, dated 10th October, 1975. On the vires of the enquiry the management examined their authorised representative Shri S.L. Gupta as MW-1 and closed their case on the vires of the enquiry. Then the case was fixed for the evidence of the workman on the vires of the enquiry. The workman examined himself as his own witness as WW-1 and closed his case on the vires of the enquiry. Then arguments were heard. My learned predecessor held the enquiry vitiated, —vide his order, dated 8th September, 1976 and set aside the findings of the enquiry Officer and fixed the case for further proceedings. My learned predecessor fixed the case for evidence on merits and fixed the case for the evidence of the management. The management then examined Shri S.K. Budhiraja their Managing Director as MW-1 before me. He deposed that the workman was employed in their factory as Grinding Machine Operator at Rs. 285/- per mensem and wages he last drew was Rs. 315/- per mensem. After the confirmation the workman did not perform his duty properly. The management issued him a letter Ex. M-1. Then the workman apologised. Ex. M-1, dated 29th April, 1972 charged the workman with misbehaviour and acts of indiscipline. I have gone through Ex. M-2 by which the workman stated that he had begged pardon from the production Engineer and requested for cancellation of the action. Then the management withdrew that notice. He further stated that the management again served another letter copy whereof is Ex. M-3 on the workman and the workman again apologised. I have gone through Ex. M-4. The workman has given an explanation. The workman have admitted signatures on Ex. M-4 at point "A". He even admitted its contents in his own hand. MW-1 further stated that when the work of the workman was not found satisfactory they wanted to train another person on his machine on which the workman objected. The trainee complained to MW-1 that the workman threatened to kill the trainee during duty hours. Then the management had to arrange protection for the trainee and a man was appointed to accompany the trainee to his house. The name of the trainee was Shri M.C. Maithy. MW-1 further stated that the behaviour of the workman was improper and compromised of rejection of material and non-co-operation with co-workers. MW-1 had come to know from Shri M.C. Maithy that some quarrel had taken place between him and the workman and therefore, he had lodged a complaint to the Police Inspector. Copy of the complaint is Ex. M-5. It reads that the workman threatened the workers and in particular Mr. M.C. Maithy and misbehaved the staff. The management in this letter to the police required help of the police to assure safety to their workers and staff and prevent unnecessary hindrance to the smooth running of their factory. This letter is 1st September, 1974. In cross-examination he denied the fabrication of Ex. M-1. The suggestion of fabrication was groundless as Ex. M-1 has been replied by the workman —vide Ex. M-2. He again denied his suggestion of fabrication of Ex. M-5. Ex. M-5 does not appear to be fabricated. In cross-examination he admitted that there was general demand of the workers for D.A. and bonus which was pending with the Tribunal. He denied a suggestion that the workman has been dismissed because he took part in forming the union and raising the demands. He further stated that Shri M.C. Maithy had complained to them orally, and not in writing. Ex. M-1 was issued by the Production Engineer to the workman. In cross-examination he stated that Shri M.C. Maithy had left their factory on the threatening of the workman concerned. MW-1 denied a suggestion that the workman never gave opportunity of complaint to the management and that he was victimised for trade union activities. MW-2 is Shri Kanhaiya Lal. He stated that the workman had to coach Mr. M.C. Maithy and it was the workman concerned turning his finger at Mr. M.C. Maithy and pointing it at him and they were taking but he could not hear. This witness did not say anything against the workman. He further stated that he could say whether the workman felt the working by Shri Maithy on his machine but he asserted that there was question of over time as the workman was alone working on that machine. He expressed his ignorance regarding any quarrel. He admitted his signatures at point A on Ex. W-1. Ex. W-1 states the incorrectness of the charge-sheet. He has also admitted the date in his own hand but he had denied what over written in red circle "X". In red circle relates to charge-sheet.

From the evidence of MW-2 it seems that MW-2 has tried to state some thing indirectly in a suppressed tone in favour of the management and has done the same in favour of the workman. It seems that MW-2 was under pressure from both sides hence he admitted the signatures on Ex. W-1 but denied the contents in red circle mark "X". Similarly in favour of the management he stated indirectly that when the workman was coaching Shri M.C. Maithy.. the workman was turning his finger at him and was pointing his finger at him and was talking

something but he could not hear. He in a suppressed tone indirectly has stated that as the workman was working on the machine his overtime could be affected but he did not state directly that the workman felt the working of Shri M.C. Maithy on the machine or not. From the statement of MW-2 it could be concluded that he wanted to support the management indirectly and in a suppressed tone and also wanted to defend the workman. This witness was under pressure but from his statement things can be deduced which speak regarding the state of his mind. Then the management closed their case. But the management had stated that they shall examine two witnesses including Shri M.C. Maithy. On the next date of hearing the representative for the management stated that his witness was not feeling well and therefore, he prayed for adjournment. On 22nd April, 1978 it was ordered that if the management failed to close their case on the next date of hearing i.e., 22nd May, 1978 their evidence shall be deemed as having been closed by virtue of the order, dated 24th April, 1978 but on 22nd May 1978 the representative for the management again stated that their witness Shri M.C. Maithy was ill and he again sought adjournment, but I closed their case as ordered.—*vide* my order, dated 24th April, 1978 and by virtue of that order, dated 24th April, 1978. Then the case was fixed for the evidence of the workman. The workman also obtained four adjournments to adduce his evidence and lastly examined the workman concerned as WW-1 and closed his case. Then the case was fixed for arguments. Arguments were heard at length. MW-1 Shri S.K. Budhiraja deposed that the workman was appointed as Grinding machine operator and his wages were Rs. 315/- at the time of termination of his services. After being confirmed the workman did not perform his duty properly. That is evident by two letters of the management to the workman and by apology that the workman tendered to the management which are Exs. M-1, M-2, M-3 and explanation M-4. The statement of the Managing Director is consistent and inspires confidence being the highest Officer of the management, he had no grudge whatsoever against the workman. His statement also seems to be probable and plausible. When they wanted to train another man on the machine, the workman threatened him to kill him. The statement of MW-2 that he had seen the workman turning his finger at Shri M.C. Maithy and pointing it at him corroborates the version of MW-1, the Managing Director MW-2 also has stated that there was a question of overtime, as the workman was alone working on that machine but he did not say whether the workman felt or not the consequences of training another person on his machine by the management. I have already said that the statement of MW-2 is in suppressed tone and helping both sides and in some respects unsupporting both the sides. Improper behaviour of the workman, rejection of material, non-co-operation with co-workers are alleged in evidence against the workman by the Managing Director MW-1. The statement of MW-1 the Managing Director also seems to be truthful as he has stated what came to his knowledge and has not done any over doing in his statement and has not made up anything against the workman. When he stated that he heard from Shri M.C. Maithy that some quarrel had taken place between him and the workman, his statement seems to be quite true. He lodged a complaint to the police Inspector and proved its copy Ex. M-1. It was a non-cognisable offence and the police could not intervene. The statement of MW-1 the Managing Director to the effect that he personally had not seen the quarrel is also believable and is a true statement. The allegations of the workman somewhere is quite false. In cross-examination he put a question to MW-1 that the original of Ex. M-1 was fabricated. The suggestion was a lie in view of the fact that the workman has replied Ex. M-1,—*vide* Ex. M-2. Ex. M-2 clearly mentions Ex. M-1. Ex. M-1 is dated 29th April, 1973 and Ex. M-2 is a reply to mentioning its date as the same i.e., 29th April, 1973. Ex. M-3 also bears the signatures of the workman at point "A". The workman has again put a suggestion to MW-1 that ..... Ex. M-5 is a fabrication but a look at Ex. M-5 proves the falsity of the suggestion. This document seems to be a genuine document. MW-1 the Managing Director has emphatically denied that the workman was dismissed because he had taken part in forming the union and in raising the demands. Shri M.C. Maithy had left the factory of the management and therefore he could not be produced. It is not a case of non-production of Enquiry Officer to hold the domestic enquiry. In this case Shri M.C. Maithy had only complained to the management and when he had left the factory he could not be produced by the management. MW-1 the Managing Director has stated that Shri M.C. Maithy left their factory on the threatening of the workman concerned. The workman has stated that he formed a union and gave demand notice to the management and then the management terminated his services abruptly. No demand notice has been proved. Ex. M-6 is reply to the charge sheet. Again Ex. M-1 as exhibit in enquiry proceedings is notice to the workman regarding domestic enquiry. Ex. W-2 is a representation to the management regarding domestic enquiry. Ex. M-1 is the demand notice. The workman has also not proved formation of union by him. The workman also stated that the demands were referred to the Tribunal and reference was pending some time ago but he did not summon the file of the reference which could throw light as to who had served the demand notice. This evidence has been with held by the workman. Defence of the workman that he formed a union and had raised demands and therefore, the management terminated his services stands quite unproved. The workman also stated that he tried to procure employment somewhere else but he could get none as he was forming a union and those persons were his acquaintances and were working but did not produce any one out of those workmen. He had then stated that he did not know whether Shri M.C. Maithy was working with this management or not, which fact proved that Shri M.C. Maithy had left the management and was not working with this management. In cross-examination he has again stated that the reference was pending in this Tribunal some two-three years back and has been decided about a year ago. This statement also shows that it is not a case of victimisation of trade union activities. Then the workman has again admitted in cross-examination that that demand notice was sponsored by Mardoor union led by Shri Amar Singh Sharma. He even could not give the name of the union even did not produce Shri Amar Singh Sharma. He did not prove nor alleged that he was any office bearer of the union. In these circumstances the workman has failed to prove that he was holding any office of trade union or had formed a union or had raised any demands. I believe the statement of Shri S.K. Budhiraja the Managing Director of the Management.

The learned representative for the workman argued that there is a solitary statement of MW-1 which is not corroborated by another witness. Law has merely said that even the statement of a solitary witness can be relied on

when the statement seems to be a true one and does not suffer such defects as might render it false. I even do not find an element of doubt even in the statement of MW-1 and there are various authorities on this point that the statement of a solitary witness can be relied on. The representative for the management cited AIR 1966 Calcutta 194, 1968 AIR Rajasthan page 63, AIR 1958 Punjab 164 and AIR 1972 Supreme Court page 2182. As discussed above, I find issue No. 2 in favour of the management. The allegations against the workman are that he threatened another co-workers to kill him whom the workman was giving training on his machine is a serious charge and does not invoke leniency.

As a result of my findings on the issues, I answer the reference and give my award that the termination of services of the workman was justified and in order. He is not entitled to any relief.

The 20th June, 1979.

NATHU RAM SHARMA,  
Presiding Officer,  
Industrial Tribunal,  
Haryana, Faridabad.

No. 545, the 22nd June, 1979

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh as required under section 15 of the Industrial Disputes Act.

NATHU RAM SHARMA,  
Presiding Officer,  
Industrial Tribunal,  
Haryana, Faridabad.

No. 11(112)-3Lab-79/7365.—In pursuance of the provision of section 17 of the Industrial Dispute Act, 1947 (Act No. XIV of 1947) the Governor of Haryana is pleased to publish the following award of the presiding Officer, Industrial Tribunal, Faridabad in respect of the dispute between the workmen and the management of M/s Delhi Faridabad Textile Mills 20/5, Mathura Road, Faridabad.

BEFORE SHRI NATHU RAM SHARMA PRESIDING OFFICER INDUSTRIAL TRIBUNAL,  
HARYANA, FARIDABAD

Reference No 135 of 1979  
*between*

SHRI OM PARKASH WORKMAN AND THE MANAGEMENT OF M/S DELHI FARIDABAD  
TEXTILE MILLS 20/5, MATHURA ROAD FARIDABAD

Present :—

Shri S. R. Gupta, for the workman.

Shri R. C. Sharma, for the management.

#### AWARD

By order No. JD/FD-10-79/16446, dated 16th April, 1979, the Governor of Haryana referred the following dispute between the management of M/s Delhi Faridabad Textile Mills 20/5, Mathura Road, Faridabad and its workman Shri Om Parkash, to this Tribunal, for adjudication, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 :—

Whether the termination of services of Shri Om Parkash was justified and in order ? If not, to what relief is he entitled ?

On receipt of the order of reference, notices were issued to the parties. The representative for the workman had appeared but the management had not appeared as were not served. Again fresh notice to the management was ordered to be issued for today. Today the representative for the workman states that he has no instructions from the workman and he does not appear in the case. At this stage the representative for the management appeared who stated that the workman has resigned and settled all his accounts and has received all his dues. He had produced documents in support of his contention. The documents are Ex. M-1, M-2, M-3 and M-4. In these circumstances I give my award that there is no dispute between the parties and the dispute has been settled.

Dated 22nd June, 1979.

NATHU RAM SHARMA,  
Presiding Officer,  
Industrial Tribunal Haryana,  
Faridabad.

No. 552, dated 23rd June, 1979

Forwarded (four copies) to the Secretary to Government Haryana, Labour and Employment Departments, Chandigarh as required under section 15 of the Industrial Disputes Act.

NATHU RAM SHARMA,

Presiding Officer  
Industrial Tribunal, Haryana,  
Faridabad.

No. 11(112)-3Lab-79/7366.—In pursuance of the provision of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Faridabad, in respect of the dispute between the workman and the management of M/s Anand Synthetics Ltd., Faridabad :—

BEFORE SHRI NATHU RAM SHARMA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, HARYANA, FARIDABAD

Reference No. 61 of 1978

*Between*

SHRI TUN TUN GIRI WORKMAN AND THE MANAGEMENT OF M/S ANAND SYNTHETICS LTD., FARIDABAD

*Present :—*

None for the Workman.

Shri O. P. Tyagi, for the management.

#### AWARD

By order No. ID/8692, dated 24th February, 1978 the Governor of Haryana referred the following dispute between the management of M/s Anand Synthetics Ltd., Faridabad, and its workman Shri Tun Tun Giri, to this Tribunal, for adjudication, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 :—

Whether the termination of services of Shri Tun Tun Giri was justified and in order ?  
If not, to what relief is he entitled ?

On receipt of the order of references, notices were issued to the parties. The parties appeared and filed their pleadings. It was at this stage that the representative for the workman did not appear as he had no instructions from the workman. The management placed on file an application thumb marked by the workman, witnessed by two workmen in which the workman had stated that he had settled his dispute and received payment by a cheque dated 28th November, 1978. He had also revoked an authority to represent him granted therefore in favour of any person. The workman had prayed for withdrawal of his dispute. I have seen the application of the workman. It seems to be genuine. The workman has withdrawn his case and dispute and received all his dues by cheque. I, therefore, give my award that there is no dispute between the parties.

Dated 22nd June, 1979

NATHU RAM SHARMA,

Presiding Officer,  
Industrial Tribunal, Haryana,  
Faridabad.

No. 551, dated 23rd June, 1979

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh as required under section 15 of the Industrial Disputes Act.

NATHU RAM SHARMA,

Presiding Officer,  
Industrial Tribunal, Haryana,  
Faridabad.